

FOR RENEWABLE ENERGY SOURCE ELIGIBILITY
Pursuant to New Hampshire Admin. Code Puc 2500 Rules

Pursuant to Puc 202, the signed application shall be filed with the Executive Director and Secretary of the New Hampshire Public Utilities Commission (Commission). To ensure that your submitted application is complete, please read RSA 362-F and N.H. Code Admin. Rules Puc 2500 before filling out this application. It is the burden of the applicant to provide timely, accurate and complete information as part of the application process. Any failure by the applicant to provide information in a timely manner may result in the Commission dismissing this application without prejudice.

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(2)

Westminster MA 1473
(City) (State) (Zip code)

9. Latitude: 43.05 14.95N Longitude: 72.00'07.48W

10. The name and telephone number of the facility's operator, if different from the owner: Same ☐

Eric Hermanson 978-874-6470
(Name) (Telephone number)

11. The ISO-New England asset identification number, if applicable: _____ or N/A: ☐

12. The GIS facility code, if applicable: 14098 or N/A: ☐

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different.

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:
- (a) quarterly average NOx emission rates over the past rolling year,
 - (b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),
 - (c) a description of the pollution control equipment or proposed practices for compliance with such requirements,
 - (d) proof that a copy of the completed application has been filed with the NHDES, and
 - (e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.
 - (f) ☒ N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:
- (a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and
 - (b) supply the historical generation baseline as defined in RSA 362-F:2, X.
 - (c) ☒ N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental

permitting requirements or otherwise, and

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) ☒ N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
 - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) ☒ N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
- (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
 - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
 - (c) ☒ N/A: Class I certification is NOT being sought for existing small hydroelectric facilities.
19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
22. A description of how the generation facility is connected to the New England Power Pool of the local electric distribution utility.
23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
24. A statement as to whether the facility's output has been verified by ISO-New England.

25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
26. An affidavit by the owner attesting to the accuracy of the contents of the application.
27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.
28. This application and all future correspondence should be sent to:
Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429
29. Preparer's information:

Name: Paul Pabor

Title: Vice President, Renewable Energy

Address: (1) 1001 Fannin, Ste. 4000

(2) _____

(3) _____

Houston

(City)

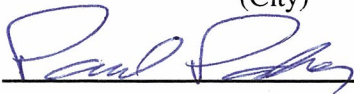
TX

(State)

77002

(Zip code)

30. Preparer's signature:





WM Renewable Energy, L.L.C.
1001 Fannin, Suite 4000
Houston, TX 77002

State of New Hampshire
Public Utilities Commission
Application Form – Additional Support
Fitchburg Landfill

(13) The eligible Class I landfill gas fuel used by WM Renewable Energy, L.L.C. is landfill methane gas with a gross nameplate generation capacity of 4.8 MW with an initial commercial operation date in and/or around September 2007.

September 2007 – two (2) 3520 Caterpillar engines were installed with a rated capacity of 3.2 MW.

January 2009 – one (1) 3520 Caterpillar engines was installed with additional capacity of 1.6 MW.

The following standard operating protocol measures will be taken to ensure that only the eligible landfill methane gas will be used.

Landfill methane gas will be recovered via a series of wells drilled into the landfill. The wells will then be connected by a common pipe system that will collect the methane gas and transport it to a nearby compression facility. At the compression facility, the landfill methane gas will then be de-watered, filtered and pressurized; and transported to the generation unit where no other ineligible Biomass Fuel(s) will be allowed to turn engines or turbines to generate renewable electricity.

(19) N/A

(20) See attached Massachusetts State Air Quality Permit.

(21) See attache Interconnection Agreement.

(22) See No. 21.

(23) The facility has been certified under the non-federal jurisdiction renewable portfolio standard in the State of Massachusetts

(24) Facility output is verified by ISO-New England.

WM Renewable Energy, L.L.C.

) AFFIDAVIT ATTESTING
) CONTENT APPLICATION
)
)
)
)
)
)

COUNTY OF Harris

STATE OF TEXAS

I, Paul Pabor, do hereby depose and state upon my oath:

1. I hold the position of Vice President for WM Renewable Energy, L.L.C. (Fitchburg Landfill) gas-to-energy facility.
2. As an authorized agent of WM Renewable Energy, L.L.C. I have personally examined and I am familiar with the information submitted in this affidavit and all attached related Renewable Energy Source Eligibility Application documents.

The foregoing statements made by me are true and correct.

Name: Paul Pabor

Date: 2/11/09

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11 day of Feb, 2009
pursuant to New Hampshire Admin. Code PUC 2500 Rules.

Name: Jennifer Hickerson

Date: 2-11-09

Jennifer Hickerson
Notary Public
My commission expires: 4-19-09



**STANDARD SMALL GENERATOR
INTERCONNECTION AGREEMENT(SGIA)**

BY AND BETWEEN

WM RENEWABLE ENERGY, L.L.C.

ISO NEW ENGLAND INC.

AND

NEW ENGLAND POWER COMPANY

FOR THE

FITCHBURG RENEWABLE ENERGY PROJECT

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Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Interconnecting Transmission Owner’s Description of its Upgrades and Best Estimate of Upgrade Costs



THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT

("Agreement") is made and entered into this 28th day of AUGUST, 2006, by and between WM Renewable Energy, LLC, an LLC organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and National Grid, d/b/a New England Power Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

System Operator Information

System Operator: ISO New England Inc.
Attention: Project Manager Generator Interconnections
Transmission Planning Department
Address: One Sullivan Road
City: Holyoke State: MA Zip: 01040-2841
Phone: 413-540-4584 Fax: 413-540-4203
E-mail: geninterconn@iso-ne.com

Interconnecting Transmission Owner Information

Interconnecting Transmission Owner: National Grid d/b/a New England Power Co.
Attention: Transmission Account Manager
Address: 300 Erie Boulevard West
City: Syracuse State: NY Zip: 13090
Phone: 315.428.6104 Fax: 315.428.5114

Interconnection Customer Information

Interconnection Customer: WM Renewable Energy, LLC
Attention: Paul Pabor
Address: 1001 Fannin, Suite 4000
City: Houston State: TX Zip: 77002
Phone: (713) 328-7345 Fax: (713) 287-2423

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Parties.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
 - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

- 1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Interconnecting Transmission Owner, the New England Transmission System and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Interconnecting Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities], personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.
- 1.6 Parallel Operation Obligations
Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area,

including, but not limited to; 1) the ISO New England Operating Documents and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Interconnecting Transmission Owner's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated generators on a comparable basis and in accordance with Operating Requirements. The requirements of this paragraph shall not apply to wind generators.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of the Tariff.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2 and II.1 of the Tariff.

1.10 Scope of Service

1.10.1 Network Interconnection Service. Interconnection Customer has selected the following type of Interconnection Service:

1.10.1.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the MIS. Network Interconnection Service allows the Interconnection Customer's Small Generating Facility to

be designated as a Network Resource, and to participate in the New England Markets, in accordance with Market Rule 1, up to the Small Generating Facility's full output, on the same basis as all other existing Network Resources, and to be studied as a Network Resource on the assumption that such a designation will occur.

- 1.10.1.2 Transmission Delivery Service Implications. Network Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Network Resource, up to the Small Generating Facility's full output, on the same basis as all other existing Network Resources interconnected to the New England Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Small Generating Facility in the same manner as it accesses Network Resources. A Small Generating Facility receiving Network Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

Network Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

- 1.10.2 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.
- 1.10.3 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 1.10.4 No Transmission Service Delivery. The execution of this SGIA does not

constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.

2.1.2 The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Interconnecting Transmission Owner [and System Operator] shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Interconnecting Transmission Owner shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Interconnecting Transmission Owner shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities] without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Interconnecting Transmission Owner may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Interconnecting Transmission Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Interconnecting Transmission Owner shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the FERC. System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of twenty (20) years, but in no case less than

ten years from the Effective Date or such other longer period as the Interconnection Customer may request (*Term to be specified in individual Agreements*) and shall be

automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.

3.3.2 Each Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.,

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions --

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with

applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 **Interruption of Service.** In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

3.4.3 **Forced Outages**

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 **Adverse Operating Effects**

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 **Modification of the Small Generating Facility**

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the

Interconnection Customer makes such modification without the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.
- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades, including Stand Alone Network Upgrades.

5.2 Network Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1 Cost Allocation; Compensation

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of the Tariff.

5.2.2.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Market Rule 1 and the Tariff.

5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Interconnecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Interconnecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Interconnecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Interconnecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Interconnecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

7.1 Assignment

This Agreement may be assigned by a Party upon 15 Business Days prior written notice and opportunity to object by the other Parties; provided that:

7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party(ies) for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall a Party be liable to another Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, in no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party(ies), either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party(ies) informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The

Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party(ies). Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is

entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

8. Insurance Requirements

8.1 General Liability

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of "A-". In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Interconnecting Transmission Owner and System Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer's written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

Article 9. Confidentiality

- 9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party(ies) and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party

receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this Agreement prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) to this Agreement when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.
- 10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

- 12.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Massachusetts (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 12.2 Amendment
The Parties may amend this Agreement by a written instrument duly executed by the Parties, or under article 12.12 of this Agreement.
- 12.3 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 12.4 Waiver
- 12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting

Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: WM Renewable Energy, LLC
Attention: Paul Pabor
Address: 1001 Fannin, Suite 4000
City: Houston State: TX Zip: 77002
Phone: (713) 328-7345 Fax: (713) 287-2423

If to the Interconnecting Transmission Owner:

Interconnecting Transmission Owner:
National Grid, d/b/a/ New England Power Company
Attention: Transmission Account Manager
Address: 300 Erie Boulevard West
City: Liverpool State: NY Zip: 13090
Phone: (315) 428-6104 Fax: (315) 428-5114

If to the System Operator:

System Operator: ISO New England Inc.

Attention: Project Manager Generator Interconnections
Transmission Planning Department
Address: One Sullivan Road
City: Holyoke State:MA Zip: 01040-2841
Phone: (413) 540-4584 Fax: (413) 540-4203
E-mail: geninterconn@iso-ne.com

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: WM Renewable Energy, LLC

Attention: Accounts Payable
Address: 1001 Fannin, Suite 4000
City: Houston State: TX Zip: 77002

Interconnecting Transmission Owner: National Grid

Attention: Transmission Billing
Address: 25 Research Drive
City: Westborough State:MA Zip: 01582

System Operator: ISO New England Inc.

Address: One Sullivan Road
City: Holyoke State:MA Zip: 01040-2841
Phone: 413-540-4584 Fax: 413-540-4203
E-mail: geninterconn@iso-ne.com System Operator:

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by a Party to the other Party(ies) and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: WM Renewable Energy, LLC
Attention: Paul Pabor
Address: 1001 Fannin, Suite 4000
City: Houston State: TX Zip: 77002
Phone: (713) 328-7345 Fax: (713) 287-2423
E-mail: Ppabor@wm.com

If to the Interconnecting Transmission Owner:

Interconnecting Transmission Owner: National Grid
Attention: Carol Teixeira, Transmission Account Manager
Address: 300 Erie Boulevard West
City: Liverpool State: NY Zip: 13090
Phone: 315.428.6104 Fax: 315.428.5114
E-mail: carol.teixeira@us.ngrid.com

If to the System Operator:

System Operator: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: WM Renewable Energy, LLC
Attention: Clayton Simpson
Address: 1001 Fannin, Suite 4000
City: Houston State: TX Zip: 77002
Phone: (713) 328-7374 Fax: (713) 287-2423
E-mail: CSimpson2@wm.com

Interconnecting Transmission Owner's Operating Representative:

Interconnecting Transmission Owner: National Grid

* Phone is the preferred method of communication
Primary:

Attention: Shift Supervisor
Westborough Distribution Control Center
Address: 25 Research Drive
City: Westborough State:MA Zip:01582
*Phone: (508) 389-9050 (24 hours) Fax: (508) 389-9052 (Label faxes
"Important" or "Critical")
Email: WestboroService@us.ngrid.com

Alternate:
Attention: Raymond Hebert
Superintendent Westborough Distribution Control Center
Address: 25 Research Drive
City: Westborough State: MA Zip: 01582
*Phone: (508) 962-9925 Fax: (508) 389-3753 (Label faxes "Important" or
"Critical")
Email: Raymond.Hebert@us.ngrid.com

System Operator's Operating Representative:

System Operator: ISO New England Inc.
Address: One Sullivan Road
City: Holyoke State:MA Zip:01040-2841
Phone: 413-540-4584 Fax: 413-540-4203
E-mail: geninterconn@iso-ne.com

13.5 Changes to the Notice Information

A Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnecting Transmission Owner

Name: [Signature]
Title: Vice President
Transmission Commercial Services

Date: 8/25/06

For the Interconnection Customer

Name: [Signature]
PAUL PABOR
Title: Vice President

Date: 8/22/06

For the System Operator

Name: [Signature]
Title: Vice President of System Planning

Date: 8/28/2006



COMMONWEALTH OF MASSACHUSETTS RECEIVED JAN 24 2006
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Central Regional Office, 627 Main Street, Worcester, MA 01608

MITT ROMNEY
Governor

KERRY HEALEY
Lieutenant Governor

STEPHEN R. PRITCHARD
Secretary

ROBERT W. GOLLEDGE, Jr.
Commissioner

January 13, 2006

Resource Control, Inc
C/o Waste Management of Massachusetts
Fitchburg/Westminster Sanitary Landfill
4 Liberty Lane West
Hampton, NH 03842

Attention: Robert Magnusson,
Market Area Engineer

Re: **First Amendment to Air Plan Approval BWPAQ 02 - Tr # W061954**
Installation and operation of a landfill gas to energy project @ Fitchburg/Westminster Sanitary Landfill
FMF #: 133373 SSEIS # 118 - 0329 CLASS: OP3

Dear Mr. Magnusson:

The Department of Environmental Protection, Bureau of Waste Prevention, Permitting Section, ("the Department") has reviewed the proposed changes to the Non Major Comprehensive Plan Approval ("NMCPA") TR# W061954 for a landfill gas to energy project at Fitchburg Road (State Route 31) located in the Town of Westminster, Massachusetts. The Department hereby Approves the proposed changes as noted herein.

This **AMENDED APPROVAL** updates the project description, the short-term emission limits, reflects changes in engine size and number and changes certain special conditions. This approval replaces in its entirety the Department issued Air Pollution Control Plan Approval dated August 2, 2005, TR# W061954.

The Fitchburg Landfill Gas Utilization Project consists of a landfill gas ("LFG") treatment system designed to extract and treat LFG from an LFG collection system. The LFG will be used to support the operation of an engine-generator set complex and is designed to combust up to 80.5 MMBtu per hour (HHV) of LFG to produce 7.2 MW of electric power. A flare will be in place and used to combust LFG when the engine complex is not in operation.

The Department is of the opinion that the material submitted is in conformance with the current Massachusetts Air Pollution Control Regulations and hereby **APPROVES** the application subject to the conditions and provisions stated below. This approval is limited to the applicable air pollution control regulations and does not constitute approval as may be required by other Department regulations or statutes in order for the above mentioned facility to be installed and operated. This approval provides

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057.

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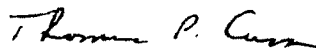
information on the project description, emission limitations, restrictions, specific conditions, record keeping, reporting and testing requirements.

The Department has determined that the filing of an Environmental Notification Form (ENF) with the Secretary of Environmental Affairs, for air quality control purposes, was not required prior to this action by the Department. Notwithstanding this determination, the Massachusetts Environmental Policy Act (MEPA) and Regulation 301 CMR 11.00, Section 11.04, provide certain "Fail-Safe Provisions" which allow the Secretary to require the filing of an ENF and/or an Environmental Impact Report at a later time.

This Decision is an action of the Department. If you are aggrieved by this action, you may request an adjudicatory hearing. A request for a hearing must be made in writing and postmarked within twenty-one (21) days of the date of issuance of this Decision. Under 310 CMR 1.01(6)(b), the request must state clearly and concisely the facts, which are the grounds for the request, and the relief sought. Additionally, the request must state why the Decision is not consistent with applicable laws and regulations.

The hearing request along with a valid check payable to Commonwealth of Massachusetts in the amount of one hundred dollars (\$100.00) must be mailed to: Commonwealth of Massachusetts, Department of Environmental Protection, P. O. Box 4062, Boston, MA 02211. The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency) county, or district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing-filing fee for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file, together with the hearing request as provided above, an affidavit setting forth the facts believed to support the claim of undue financial hardship.

Yours truly,



Thomas P. Cusson
Section Chief
Bureau of Waste Prevention

ecc: Yi Tian-DEP BWP Boston
James Belsky, DEP-BWP-NERO
John Winkler, DEP-BWP-SERO
Craig Goff, DEP-BPW-WERO
John Regan, DEP- BWP/SW- CERO

AIR POLLUTION CONTROL -Non Major Comprehensive Plan Approval
TR# W061954
Landfill Gas to Energy Project - (including existing Flare plan approval modification)
at the Fitchburg/Westminster Landfill
Westminster, Massachusetts

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I. HISTORY

Resource Control, Inc ("the Permittee") operates the Fitchburg/Westminster landfill ("the Landfill") located in Westminster, MA. The Landfill consists of active and inactive portions. Landfill gas ("LFG") collected from inactive portions of the Landfill, primarily Section 1 and some of Section 2, is routed to either a local electric power plant (currently Pinetree Power) as primary end user or a currently approved open flare (as back-up), which flare is owned and operated by NEO Fitchburg LLC. Currently the facility is a non-major source of air emissions. The Permittee is operating active portions of the landfill and is expanding its operations into Section 3 of the Landfill. The Permittee installed a new gas collection system in areas of Section 2 and will expand the gas collection system into Section 3 of the Landfill (the RCI LFG Collection System). This new system directs landfill gas to an open flare approved July 15, 2003 TR# W033831 ("the Flare"). The Flare commenced operation in December 2003 to control emissions from portions of the operating landfill and the new expansion.

As a New Source Performance Standards ("NSPS") size landfill the Permittee holds an Operating Permit Tr#W022122. The Permittee conducts an annual review required under the NSPS for landfills to determine if the NSPS requirements are applicable to the Landfill. As of the date of this plan approval the annual review has demonstrated that although the NSPS applies to the Landfill due to its size, NMOC have not yet reached the 50 mega-gram ("MG") per year that would trigger the requirements of the NSPS. TR# W033831 plan approval conditions specified that within 30 months of the Landfill exceeding the 50

MG per year threshold the Permittee would install a landfill gas recovery project or enclosed flare. The existing flare ("Tr # W033831") would then be used as a back up control device. On August 2, 2005 the Department issued Air Pollution Control Plan Approval TR# W061954 for an LFG to energy project at the landfill. That approval (Tr# W061954") satisfied the requirement for energy recovery in advance of the 50 mg threshold condition occurring. As previously noted this amended approval replaces the August 2, 2005 plan approval.

II. PROJECT DESCRIPTION

The approved project consists of installing and operating a landfill gas treatment system designed to extract and treat LFG from an LFG collection system. The LFG treatment system will include a Hydrogen Sulfide ("H₂S") removal system and up to five reciprocating engine-generator sets ("the Engines") and ancillaries housed in a building designed to combust up to 80.5 million BTU per hour ("MMBtu") of LFG (based upon the higher heating value) to produce 7.2 megawatts ("MW") of electric power. The Flare shall be maintained for back-up combustion of treated LFG. LFG generation is expected to increase as this active landfill is filled up. As such the five engines will not be installed all at once. Installation is planned to occur in concurrence with the increase in LFG generation. Engine installation is projected to occur over a period of eight years with two engines installed in 2006, one in 2007, one in 2008, and one in 2013. Though not part of this projects plan approval untreated LFG may also be diverted to the Pinetree Power Electric generation plant as noted in previous plan approvals for the landfill.

A. FACILITY SITE DESCRIPTION

The Facility will be installed on the property owned by the Permittee at the site of the Landfill within the Town of Westminster. The Facility will be located adjacent to the Landfill access road, north of Section 1 of the Landfill and to the west by a State Forest. The Facility site consists of approximately 2.5 to 3.0 acres of usable land. The site is bordered to the North, east and west by woods, and the south by the Landfill. The site is entirely outside the footprint of waste disposal areas. The nearest residential dwellings are approximately 3,200 feet to the southwest and north of the site. The nearest on-site structures include a trailer office and maintenance garage to support operation of the Landfill. The Facility site is immediately adjacent to the existing 24-inch diameter header that collects LFG from the RCI LFG Collection System. The header is connected to the Flare that is located on the site.

B. LFG TREATMENT SYSTEM

1. The LFG Treatment System will consist of LFG treatment, conditioning, monitoring and gas moving equipment and interconnections with the Engines and the Flare. The LFG Treatment System will apply vacuum to the point of interconnections with the RCI LFG Collection System, process to remove condensate and other contaminants in preparation for combustion of the LFG in the Engines and direct excess LFG to the Flare for combustion. In addition the LFG Treatment System will compress, control the temperature and filter the LFG to meet the input conditions required by the Engines. The LFG directed to the Flare will only be required to go through the portion of the LFG Treatment System that removes hydrogen sulfide.

2. The LFG Treatment System will consist of the following components: interconnections to the existing equipment at the flare, a primary knockout box to remove condensate for the LFG, a vacuum blower/compressor to extract LFG from the LFG Collection System, a gas-to-gas heat exchanger followed

by air-cooled heat exchanger to cool LFG, a coalescing filter to remove Particulate Matter and condensate, a gas-to-gas heat exchanger to reheat the LFG and a sulfur removal system to remove elevated concentrations of hydrogen sulfide contained in LFG.

C. RECIPROCATING INTERNAL COMBUSTION ENGINES

The Facility will include five (5) engine generator sets referred herein as Emission Units ("EU") #1 through #5 for combusting the LFG and generating electricity. LFG delivered by the LFG Treatment System will be mixed with air, and then injected into the reciprocating internal combustion engines for combustion. The Engines will be cooled by a water jacket system with heat expelled to the atmosphere through air-cooled radiators. Each engine will produce shaft power to drive an electric generator that will generate electricity for in-house use and for delivery to the local power grid. The Engines will be spark-ignited turbo-charged lean-burn reciprocating internal combustion engines. The emissions from the Engines will be emitted through individual exhaust stacks equipped with exhaust silencers.

III. EQUIPMENT UNIT IDENTIFICATION

The specifications on EU #1 through EU #5 are presented in Table 1.

Table 1- Emission Unit Identification				
EU #	Manufacturer and Model Number	Maximum Heat Rate Per Emission Unit	Primary Fuel	Description
#1 #2 #3 #4 #5	Caterpillar Model No. 3520 SITA or equivalent	16.11 MMBtu/hr ¹	Landfill Gas	Maximum Flow Rate Per EU = 531 SCFM ² of LFG at a methane content of 50% to generate 1,440 KW of power at full load.

¹ MMBtu/hr – Million British Thermal Units per hour

² SCFM - standard cubic feet per minute

Combined maximum energy input for the generator sets (EU#1,2,3,4,&5) are equivalent to 80.5 MMBtu/hr based upon a maximum flow of 2,656 SCFM of LFG at 50% Methane content to generate 7.2 MW of power at full load. The maximum LFG flow will increase proportionally to a decrease in methane content below 50%.

IV. EMISSIONS

The burning of landfill gas in the generator sets and flare will result in emissions being released to the ambient air of Particulate Matter ("PM"), Sulfur Dioxide ("SO₂"), Nitrogen Oxides ("NO_x"), Carbon Monoxide ("CO"), Volatile Organic Compounds ("VOC") and Non-Methane Organic Compounds

("NMOC's"). H₂S and Hazardous Air Pollutants generated from the landfill and not removed by the LFG treatment system will be burned within the engine or flare. After combustion, emissions of H₂S and Hazardous Air Pollutants from the engines and flare are expected to be negligible.

V. EMISSION LIMITS

A. Engines -Total

Total emissions from the five (5) engines combined (EU# 1,2,3,4 & 5 and the flare) shall not exceed the total emission limits as presented in Table 2.

Table 2 - Total Emission Limits	
Pollutant	Tons per 12 month rolling total for up to 5 engines and Flare
PM	18.1
SO ₂	19.5
NO _x	49.4
CO	247.0
NMOC	24.7
VOC	24.7

¹ lb/MMBtu = pounds per million British thermal units

² MMBtu = Million British thermal units

B. Engines # 1 through # 4

EU #1, #2, #3, and #4 shall not operated in a manner that causes emissions that exceed the emission limits noted in Table 3.

Table 3 - Engine Emission Limits			
Pollutant	Lb/MMBtu	ton/month	Tons per rolling 12 month total per engine
PM	0.061	0.36	4.3
SO ₂	0.066	0.39	4.6
NO _x	0.166 (and 0.60 grams per brake horsepower hour.)	0.99	11.7
CO	0.830	4.97	58.6
NMOC	0.083	0.50	5.9
VOC	0.083	0.50	5.9

C. Engine # 5

EU # 5 (or any one of EUs #1 through #4 installed after January 1, 2009) shall meet the then current emission limits recognized by the Department to be BACT as may be identified in Department regulation, Department written policy or most current plan approval for that size and type engine at the time of installation. In no case shall the emission limits be greater than those noted within this plan approval.

D. Stack emissions shall not exceed 0% opacity (no visible emissions) with the exception of up to five (5) minutes during startup. During startup visible emissions shall comply with the provisions of 310 CMR 7.06.

E. The Permittee shall ensure that noise levels from EU# 1 through EU# 5 during routine operations, including start ups and shut downs, shall not exceed the Department Noise Policy 90-001 and in no case shall cause a condition of air pollution as defined in Regulation 310 CMR 7.01 and 7.10.

VI. SPECIAL CONDITIONS

- A. Each emission unit shall be operated in a manner consistent with the manufacturers specified working procedures at all times the collected LFG is routed to the emission unit.
- B. The maximum heat input of LFG for the five engines combined shall not exceed 59,920 MMBtu per month.
- C. The maximum heat input of LFG for the five engines combined shall not exceed 705,477 MMBtu in any consecutive twelve-month period.
- D. The maximum heat input of LFG shall not exceed 11,983 MMBtu per month per engine.
- E. EU #1 through EU #5
 1. The primary fuel shall be LFG at a maximum rate of 16.11 MMBtu per hour per engine on a higher heating value (HHV) basis (which is equivalent to 531 SCFM at 50 % methane).
 2. Each engine shall reduce NMOC emissions by 98 percent by weight, or reduce the stack NMOC concentration to 20 parts per million as hexane by volume, dry basis at 3 percent oxygen, or less.
 3. EU# 1 through EU #5 shall each be equipped with an exhaust silencer that ensures noise from the generators will not cause or contribute to a condition of air pollution.
 4. The building shall consist of an appropriate foundation, four walls and a roof. The walls and roof shall be made of solid material such as wood, metal, brick or concrete.
 5. All doors on the access and exit passageways shall be kept closed at all times that they are not in use.
 6. The walls, roof, doors & windows and any ventilation openings for the building shall be acoustically treated as necessary to ensure compliance with the Air Pollution control regulations 310 CMR 7.10 and the Department's noise policy 90-01.
 7. The exhaust stack attached to each engine shall meet the specifications presented in Table 4.

Table 4-Exhaust Stack Specifications					
EU #	Stack Diameter	Stack Height for each unit	Material Type	Stack Velocity	Stack Temperature
#1 #2 #3 #4 #5	16-inches	A minimum of 19 Feet above grade and a minimum 10 feet above the roof of the engine building	Steel	178 Feet per Second	960 ° F

F. Flare

1. The Permittee shall comply with the emission limits and conditions presented in the Non-Major Comprehensive Plan Approval document (Transmittal No. W033831 dated July 15, 2003), except as modified herein, for the open landfill gas flare to control emissions from portions of the operating landfill and the new expansion. This approval modifies the Flare permit to reflect the addition of the LFG treatment system that includes hydrogen sulfide removal upstream of the Flare.
2. The Flare will continue to be used as a back up to the engine system to destroy LFG.
3. After installation of the LFG treatment system the emission limit for SO₂ from the flare shall be 0.066 lbs per MMBtu and 18.9 ton per year.
4. After December 31, 2006 LFG may only be burned in the flare after it has been treated to remove H₂S concentration levels in the LFG to at or below 200 ppm.

G. SulfaTreat or Equivalent for Hydrogen Sulfide Removal

1. The control device shall be manufactured by Sulfa Treat, model No. ST-410HP-10'-22' -88,000lb or equivalent and shall be designed to handle at least 2,660 SCFM of LFG with a pressure drop across the unit between 0.7 and 1.7 psig. The unit shall be a non-regenerative system consisting of iron oxide coated ceramic, 4 to 16 mesh and will have a removal efficiency necessary to reduce outlet hydrogen sulfide treatment to 200 PPMV in landfill gas at 50% methane. The media in the adsorber will be replaced when the exit levels of hydrogen sulfide reaches 200 PPMV. The contaminated regenerative media will be disposed at the Fitchburg/Westminster landfill.
2. Sulfa Treat shall reduce LFG H₂S concentration to 200 ppmv in LFG at 50-percent methane prior to combustion in the Engines and Flare.
3. H₂S concentration (ppmv) at the inlet and outlet of the Sulfa Treat air pollution control shall be tested/monitored every two (2) weeks and a record of the H₂S shall be maintained on-site. The Department will consider changing the frequency of the testing/monitoring for H₂S based upon a petition supporting a change in frequency; a written Department approval will be required to change the frequency of testing/monitoring for H₂S concentrations.
4. The Sulfa Treat H₂S air pollution control equipment may be removed and/or retired in place provided LFG gas samples for 12 consecutive months are 200 ppmv or less.

VII. MONITORING REQUIREMENTS

- A. Each engine/generator set shall be continuously monitored for run time and kW produced.
- B. An LFG flow recorder shall be maintained so that an on-site record of the total volume of LFG fired by the five (5) engine/generator sets will be available by date and time period.
- C. One operable oxygen analyzer shall be maintained on-site and a record shall be maintained of the stack outlet oxygen levels at least once per week on each engine.
- D. Monitoring equipment or emission monitoring systems installed for the purpose of documenting compliance with this plan approval shall be installed, calibrated, maintained and operated by the Permittee in sufficient manner to ensure continuous and accurate operations at all times.

- E. The Permittee shall monitor the operations of the entire facility such that necessary information is available for the preparation of the Source Registration/Emission Statement Form as required by 310 CMR 7.12. The Permittee shall sample/test the heating value, in BTU/scf, of the landfill gas on a quarterly basis.
- F. The Permittee shall continuously monitor and record landfill gas flow using an LFG flow recorder.

VIII. TESTING REQUIREMENTS

- A. The facility shall be constructed to accommodate the emission testing requirements contained in 40 CFR Part 60 Appendix A.
- B. Emission Testing to demonstrate compliance with the Emission Limits specified in Table 3 shall be in accordance with EPA approved reference test methods unless otherwise approved by EPA and the Department or unless otherwise specified.
- C. In accordance with 310 CMR 7.13, the Department may require testing of any pollutants if deemed necessary to ascertain the mass emission rates and relationship to equipment design and operation. The Permittee shall conduct stack testing when the Department has determined that such stack testing is necessary to ascertain compliance with the Department's regulations or design approval provisions. Such stack testing shall be:
 - 1. conducted by a person knowledgeable in stack testing, and
 - 2. conducted in accordance with procedures contained in a test protocol which has been approved by the Department, and
 - 3. in the presence of a representative of the Department when such is deemed necessary in accordance with 310 CMR 7.13(1).
- D. The ability of the facility to maintain emission rates at or below the levels stated in this approval letter shall be demonstrated to the Department in the future if deemed necessary.
- E. Emission testing shall be performed to determine compliance with CO, NMOC and NO_x emission limits contained in Section D (1), (5) and (6) herein. All emission testing shall be completed within 90 days from the date that each engine commences LFG burning after startup of the facility.

IX. RECORD KEEPING REQUIREMENTS

- A. The Permittee shall prepare and maintain sufficient records to demonstrate compliance with all Operation, Production and Emission Limits set forth in this Plan Approval. All records shall be maintained up-to-date such that year-to-date information is readily available for Department examination. Such records shall include, but are not limited to:
 - 1. The initiation and completion dates for the proposed construction/alteration;
 - 2. All malfunctions of EU1 – EU #5 including, at a minimum: the date and time the malfunction occurred; a description of the malfunction and the corrective action taken; the date and time corrective actions were initiated; and the date and time corrective actions were completed and the facility returned to compliance;
 - 3. All maintenance performed;

4. Initial opacity inspection;
 5. Weekly visual inspection;
 6. Heating value of landfill gas, as monitored quarterly;
 7. Volume of LFG (in scf) burned in each EU and the flare, on a monthly and twelve-month rolling basis; This record shall take into account the total volume of LFG fired by the five (5) EU's and flare and the individual EU set run time and amount of electricity produced.
 8. Monthly and twelve-month rolling total emissions of NO_x, CO, NMOC, VOC, PM and SO₂ emitted.
- B. The heat input of LFG (Btu) fired in Unit Nos. 1 through 5, for each month and for each twelve-month rolling period records shall be maintained on-site. These heat input records may be generated by gas chromatograph and/or field measurements.
- C. All records shall be kept on site for five (5) years and shall be made available to the DEP upon request.
- D. All operating and monitoring records, including emission test reports, shall be maintained for the life of the facility; the five most recent years of data/records shall be maintained on-site.
- E. Pursuant to the authority granted to the Department at 310 CMR 7.02(7), the facility shall maintain a copy of this approval, and any subsequent modifications of this approval, on-site for as long as the approval is valid. The approval is valid until one of the following conditions occur: the equipment is dismantled or removed from the facility, the facility notifies the Department that the approval is no longer valid, the equipment is substantially reconstructed or altered and subject to 310 CMR 7.02, the approval is superceded by another approval, or the Department revokes the approval in accordance with 310 CMR 7.02(3)(k).
- F. The Permittee shall maintain a copy of the Standard Operating Procedure (SOP) and Standard Maintenance Procedure (SMP) for the flare in a readily available location for as long as this approval is valid. Updates or revisions to the SOP and SMP shall be submitted for Department approval prior to initiating the modification(s).
- G. Records of emissions testing conducted to demonstrate compliance with the applicable requirements in Tables 2 and 3 shall be in accordance with 310 CMR 7.13(1)(d).
- H. The Permittee shall maintain sufficient records of its operations and monitoring information for the preparation of a Source Registration/Emission Statement Form as required by 310 CMR 7.12.
- I. The Permittee shall keep copies of the Source Registration/Emission Statement Forms submitted to the Department as required per 310 CMR 7.12(1)(d).
- J. APPROVAL LETTER - Pursuant to the authority granted to the Department at 310 CMR 7.02(7), the facility shall maintain a copy of this approval, and any subsequent modifications of this approval, on-site for as long as the approval is valid. The approval is valid until one of the following conditions occur: the equipment is dismantled or removed from the facility, the facility notifies the Department that the approval is no longer valid, the equipment is substantially reconstructed or altered and subject to 310 CMR 7.02, the approval is superceded by another approval, or the Department revokes the approval in accordance with 310 CMR 7.02(3)(k).

- K. OPERATING AND MAINTENANCE PROCEDURES – The facility shall maintain a copy of the approved Standard Operating Procedure (SOP) and Standard Maintenance Procedure (SMP) on-site for as long as this approval is valid. Updates or revisions to the SOP and SMP shall be submitted for Department approval prior to initiating the modification(s).
- X. REPORTING REQUIREMENTS
- A. The Permittee shall notify the Department as soon as reasonably practical by telephone or fax after the occurrence of any upsets or malfunctions (i.e., any piece of equipment or device breakdown that causes an excess emission) and in writing within two (2) business days of such event.
- B. The Permittee shall summarize and submit to the Department the results of stack testing as prescribed in the Department's approved pretest protocol, stack testing that was determined by the Department to be necessary to ascertain compliance with the Department's regulations or design approval provisions in accordance with 310 CMR 7.13(1) and 310 CMR 7.13(2).
- C. Upon the Department's request, any records required by the applicable requirements identified in this permit, or the emissions of any air contaminant from the facility, shall be submitted to the Department within 30 days of the request by the Department, or within a longer time period if approved in writing by the Department. Said response shall be transmitted on paper, on computer disk, or electronically at the discretion of the Department.
- D. The Permittee shall submit a Source Registration/Emission Statement form to the Department on as required by 310 CMR 7.12.
- E. All required reports must be certified by a responsible official of the Permittee as provided in 310 CMR 7.01(2)(c).
- F. The Permittee shall notify the Department in writing 30 days prior to installation of EACH engine (Engine # 1 thru #5) identifying the date of installation, the manufacturer name, make, model, size and power rating in millions of Btu per hour of the engine and the engine emission rates for the PM, CO, NOx, VOC and SO2 in lbs/MMBtu, lbs per hour and tpy.
- XI. GENERAL CONDITIONS
- A. OPERATION - Should there be any differences between Plan Application Transmittal No. W061954 and this approval letter, this approval letter shall govern. In addition, the Permittee shall operate the facility in accordance with existing permit/approvals and modifications, unless specifically stated otherwise herein.
- B. SUSPENSION - This approval may be suspended, modified, or revoked by the Department if, at any time, the Department determines that the facility is violating any condition or part of the approval.
- C. OTHER REGULATIONS - This approval does not negate the responsibility of the owner/operator to comply with this or any other applicable federal, state, or local regulations now or in the future. Nor does this approval imply compliance with any other applicable federal, state or local regulation now or in the future.

- D. EXISTING APPROVALS - All plan approvals issued under 310 CMR 7.02 prior to the effective date of this Approval shall continue to be in effect. The facility shall meet the emission rates and approved conditions specified in the applicable plan approval(s) unless specifically altered by this Approval.
- E. DUST AND ODOR - The facility shall be operated in a manner to prevent the occurrence of dust or odor conditions that cause or contribute to a condition of air pollution as defined in Regulation 310 CMR 7.01 and 7.09.
- F. ASBESTOS - Should asbestos remediation/removal be required such asbestos remediation/removal shall be done in accordance with Regulation 310 CMR 7.15.
- G. MODIFICATIONS - Notwithstanding 310 CMR 7.02(2)(c), any proposed increase in emissions above the limits contained in this Approval must first be approved in writing by the Department pursuant to 310 CMR 7.02. In addition, any increase may subject the facility to additional regulatory requirements.
- H. REMOVAL OF AIR POLLUTION CONTROL EQUIPMENT - Notwithstanding 310 CMR 7.02(2)(b), no person shall cause, suffer, allow, or permit the removal, alteration or shall otherwise render inoperative any air pollution control equipment or equipment used to monitor emissions which has been installed as a requirement of 310 CMR 7.00, other than for reasonable maintenance periods or unexpected and unavoidable failure of the equipment, provided that the Department has been notified of such failure, or in accordance with specific written approval of the Department.

List of Pertinent Information Transmittal # W061954

Application for A Non-major Comprehensive Plan Approval (BWP AQ 02) for a LFG to Energy Facility at the Fitchburg/Westminster Sanitary Landfill, Westminster, Massachusetts

Transmittal Number W 061954

Dated: May 2, 2005 as submitted by Resource Control, Inc. C/O Waste Management of Massachusetts, 4 Technology Drive, Westboro, Massachusetts 01608

November 23, 2005 letter submitted to Mr. Thomas P. Cusson from Thomas Yeransian of Commonwealth Resource Management Corporation.